

VISION PRESENTATION to COUNTY COUNCIL: 7-15-08

It is my pleasure to present, on behalf of the Oconee Alliance, the 20 year Vision Plan for Oconee County: 2028 Oconee By Choice.

This is a Plan that was under the guidance of a citizen based steering committee and is based strictly on input from dynamic and passionate citizens from our county. Our consultant, Carpe Diem Community Solutions, conducted fifteen (15) focus groups, eleven (11) individual interviews, and five (5) town hall meetings. They also received mail-in input forms and online based input.

The Plan that you have before you displays six (6) goal areas for Oconee County:

- A Planned Choice (zoning, manage growth, preservation)
- An Educated Choice (superior educ., volunteers, drop-out rate)
- A Working Choice (more jobs, diversify jobs, good pay)
- A Destination Choice (new arts venues, recrea. site, lake access)
- A Safe and Healthy Choice (sr. adult care, enfor. litter laws)
- A Natural Choice (protect envir., wildlife sanct., clean air/water)

Under each goal area is a listing of objectives for that goal. In total, there are ninety-six (96) objectives.

When we began this process, we met with Mr. Liles, Council Chairperson, and all of the local mayors. They agreed unanimously to support this project and to use the Vision document as one of their tools to plan Oconee's future.

It is now time to begin the implementation of this Vision. Our citizens understand that change will happen; however, they want a voice in what that change will be. Several local citizens have already agreed to chair goal areas. We are still seeking a chairperson for A Planned Choice. We anticipate that these six (6)

chairpersons will enlist individuals and groups to take the lead to implement specific objectives. We welcome volunteers who are passionate about specific objectives.

We will be distributing these booklets to the cities, towns, and the citizens.

Thank you for your support of this project. Please let me know how the Oconee Alliance can work with you to make great things happen in our community.

Jim Gadd, Executive Director
Oconee Alliance



Choices...



VISION PLAN 2008-2028

OCONEE COUNTY, SOUTH CAROLINA
TWENTY-YEAR VISION PLAN



Oconee County



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Facilitators of Community Visioning
www.carpediemcommunity.com

TO THE CITIZENS OF OCONEE COUNTY

Your voices have been heard and your input has been put into action. After fifteen focus group sessions, many individual interviews from a cross section of the county and several town hall meetings, we are proud to present a twenty-year vision for Oconee County.

Going into this visioning process known as Oconee by Choice 2028, we knew that our County was blessed with beautiful mountains, lakes, rivers, and historical areas. We knew that our citizens are passionate about preserving our natural landscape. We hoped that our citizens would participate in the visioning process.

We are proud that thousands of ideas were provided by hundreds of citizens. We are proud that the people of Oconee County realize that change is inevitable and that we must plan in order to have what we want in the future. In this document, we will present a collection of recommendations that fall under six major areas. You will see that these ideas and visions, when implemented, will make Oconee County an even greater place to live and to do business.

Our request is that you read this Vision. If a certain category or item stimulates you, we hope you will contact the Oconee Alliance (864-718-1077) to learn more about joining us in implementing that portion of the Vision. Remember, it is a twenty-year Vision and we must work together, within the available resources, to make a great county even greater. With your involvement, we will truly experience Oconee by Choice - Your Choice for 2028.

CO-CHAIRPERSONS

Jeanne Ward and Neal Workman

STEERING COMMITTEE MEMBERS

COMMITTEE CHAIRS

Jeanne Ware	Orange Medical Center
Neal Workman	Tirel City

COMMITTEE MEMBERS

John Adams	Adams Commercial Real Estate
Lamar Baker	City of Walkeeta
Nancy Baker	Citizen
Todd Bennington	Boys Warner
Alan Blaceman	Blue Ridge Electric Co-operative
Glen Buhler	Blue Ridge Bank
Bert Caspak	Blue Ridge Arts Council
Christina Cleveland	Student
David Coffey	St. John's Evangelical Lutheran Church
Liane Conley	Duke Energy
Kevin Cope	First Choice, Reno
Anee Crane	Student
William E. Curston	St. Peter Baptist Church
Tamara Davidson	Tri County, Tenn
John Day	Continuing First Bank
Greg Dietrich	Care of Sebaca
Matt El-Jasadi	Student
Jim Gade	Orange Alliance
Brooks Garrett	Student
Kathleen Grant	Clemson University
Joey Hawkins	Four Hill Natural Gas
W.C. Honeycutt	Elmwood Baptist Church
Haar Hudson	Citizen
Brian Hughes	Anderson Independent Mall
Paul Hughes	School District of Orange County
Arena Jenkins	Citizen
Lee Kiser	Citizen
Howard Koby	Citizen

Kathleen Kinn	Financial Director
Jeff Lark	School District of Orange County
Cooper Littlejohn	Student
Michel Lussery	Citizen
Marion Lyda	Orange County Council
Graig McCoy	Orange Medical Center
Helene Miles	Orange County Economic Dev. Comm.
Wayne Minton	WGPR
Marie Murphy	Sealed Air Corporation
Elizabeth Newberry	Crisby Education Foundation
Berry Nichols	Citizen
Thomas Nicholas	Clemson University
Mary Jo Overt	Student
John Powell	Fowell Real Estate
Nancy Powell	Wesminster Chamber of Commerce
Patricia Ramey	Wesmin Chamber of Commerce
Phil Sharley	Orange County Parks and Recreation
James Singleton	Orange County Sheriff's Dept.
Dave Smith	City of Westminster
Jimmy Smith	Traction U.S. Corporation
Larry Smith	Sealed Air Corporation
Michael Thorsland	School District of Orange County
Boyd Williams	Anderson Independent Mall
Dave Williams	Anderson Independent Mall
Alice Wild	Citizen
Nancy Washington	Orange County Sheriff's Dept.
Helen Westwoodland	HSR Bank

MARKETING COMMITTEE

Jay Brasser	Eagle Media
Paul Sparlock	Creative Expansion
Jon Weinberg	Eagle Media
Adam Wogart	WSNY



EXECUTIVE SUMMARY

Oconee County, South Carolina's 2008-2028 Vision Plan "Oconee By Choice" will serve as a process for improving Oconee County over the next twenty years. "Oconee By Choice" is not a document that simply states what is logical and necessary for the county's future but a plan established by the dynamic and passionate citizens of a remarkable county grounded in tradition. While some refer to the vision plan as a road map to the future, it is more like a GPS system that will actively guide citizens, elected officials, and civic leaders through their travels to 2028. Oconee's citizens understand that change will happen; however, they want a voice in what that change will be. They prefer choice to chance. With everyone working together, the trip, although arduous, will be smooth.

This plan was developed by citizens throughout the county under the guidance of a citizen-based steering committee. A special note of thanks is extended to the Vision Plan Donors and the Steering Committee members for their participation in the process. Carpe Diem Community Solutions from Florida served as the consultant for the visioning process.

Through a nine-step process, this vision plan stands ready to support community-building in six goal areas in Oconee County. The six goal areas are:

1. A Planned Choice: The Choice of a Planned Oconee
2. An Educated Choice: The Choice of Education
3. A Working Choice: The Choice of Rewarding Employment
4. A Destination Choice: The Choice for a Destination
5. A Safe and Healthy Choice: The Choice for Security, Health, and Contentment
6. A Natural Choice: The Choice That's Natural

The goal areas were developed from the Vision Input Process (VIP), step number four, which consisted of eleven individual interviews, fifteen focus group sessions, five town hall meetings, mail-in input forms, and online-based input. The goals and their corresponding objectives are presented in priority order based on the number of times the topic was mentioned. The public input process began in August 2007 with the leadership launch and ended in January 2008 with the final town hall meeting.

Citizens of Oconee County gathered in different venues to discuss the future of their county. Each gathering consisted of people with expertise and passion in specific areas expressing their opinions and deliberating on what they felt would make Oconee a better place to live and work. Oconee County's active visioning plan for the next twenty years and beyond is a result of providing citizens with a voice and a stake in their future. The creation of the vision plan is this community's deliberate and conscious decision to control the direction and character of the way Oconee changes and adjusts over the next twenty years.

All citizens were invited to participate in the vision process. While the early large forums captured community spirit and the clustering of consensus interests, the views expressed in smaller focus groups and through online submissions provided the flavor of individual voices among those citizens who have an intimate stake in, and passion for, their fields and county life. This in turn provided areas that could be probed more deeply during subsequent town hall meetings.

The fact that area professionals were willing to meet for two hours in focus groups is evidence of their commitment to make "Oconee By Choice" a success. The focus group sessions followed the same format as the town hall meetings with one exception: after discussing "what needs to be done," the attendees broke out into smaller groups to discuss the first and second prioritized items regarding "how to facilitate the completion of the most prioritized items." The steering committee established the following focus group topics:

- Agriculture
- Arts & Culture
- Economic Development
- Education
- Environment
- Faith
- Government
- Health Care
- High School Students
- Public Safety
- Recreation/Tourism
- Senior Adults
- Sense of Place
- Social Services
- Young Professionals

The town hall meetings brought together citizens from all parts of the county to give their input into what will keep the future of the county bright and prosperous. Citizens availed themselves of the town hall meeting experience to express their hopes, dreams, and vision for the next twenty years. The format of the town hall meetings consisted of discussions about what should be done to make Oconee County a better place to live. After listing all aspects brought forward, each participant was given five sticker dots to prioritize all responses.

After determining the two most highly prioritized items, the discussion moved toward how those two items could be accomplished, including listing stakeholders, existing resources, and obstacles.

At the conclusion of each interaction with Oconee County citizens, they were asked if there was anything left unsaid. Everyone, including those not in attendance, still had a chance to contribute to this dynamic process by using the citizen input forms distributed throughout the county, or they were able to go to the vision plan website at www.oconeebychoice.com to have their voices heard.

Thousands of comments were received from area citizens. Based on these comments, 96 objectives were created within six goal areas.

Not one group or individual received more weight or influence in the vision plan, but each provided insight and, in some cases, novel approaches to ways to keep Oconee County a thriving county over the next twenty years.

While the vision plan itself gives a blueprint of what will help Oconee County continue to grow and prosper, it is equally important to understand the voice and concerns of the people who participated in the dialogue. On a few occasions, meetings became slightly contentious, but this showed the passion citizens have when asked to plan the future of their county. In the end, all conversations were positive and successful



"WHILE SOME REFER TO THE VISION PLAN AS A ROAD MAP TO THE FUTURE, IT IS MORE LIKE A GPS SYSTEM THAT WILL ACTIVELY GUIDE CITIZENS, ELECTED OFFICIALS, AND CIVIC LEADERS THROUGH THEIR TRAVELS TO 2028."

as citizens continued to deliberate in the hallways and parking lots after the meetings.

The mountain vistas and lakes are a staple in Oconee County, and citizens are willing to take every measure possible to preserve the beauty they cherish. At the beginning of every session, people spoke glowingly about the splendor of the area. One citizen said, "This is why we live here and others move here." Another responded, "I visited here a few times and finally decided to move my business and family here." They are concerned that growth could ruin their treasure. Citizens want to ensure their community remains "a place where nature is respected not exploited." They cited communities in Florida, Georgia, and other parts of South Carolina as examples of planning gone wrong.

The prioritized objectives information will be given to the Implementation Leadership Team to use in developing Vision Partnerships and Vision Alliances, and in supporting the implementation of the Oconee County Vision Plan.

Accomplishing all of these objectives at once is extremely unlikely and would result in drain of energy and resources. Instead, the plan is designed to present a prioritized list of objectives that can be achieved over the course of the next twenty years as the county grows. Some objective items will be harder to achieve because they evolved from citizens who were willing to think imaginatively and expansively, but then this would not be much of a vision plan if all its objectives were easily within reach, so those more imaginative goals are included here, as well.

The fundamental principle of the visioning process is that all citizens have an opportunity to voice their opinions on the direction of the future of Oconee County. This principle was nobly achieved. The pages that follow provide a vision statement and objectives for each goal area as well as benchmarks for the goal areas. The objectives are presented in order, beginning with the most mentioned and ending with those that were least mentioned. Therefore, the objectives in each goal area are in priority order.

While this crucial phase of visioning has been completed, the difficult work of putting action and energy to words and ideas is the next critical step. The momentum of visioning must now be transferred to the implementation phase.

VISION PLAN SPONSORS

Oconee Alliance
Oconee County
Oconee Medical Center
City of Swainsboro
S.C. Budget and Control Board
Blue Ridge Electric Co-operative
Duke Energy
Fair Hill Natural Gas
Trehel Corporation
Community First Bank
Anderson Area Association of Realtors
First Citizens Bank
Savanna National Bank

IN-KIND CONTRIBUTORS

School District of Oconee County
Eagle Media/Daily Journal
Print It!
WOCG
WSSW



Oconee chooses

smart growth and increased economic vitality with a plan that protects what is precious—a way of life, the bountiful resources of nature, and towns and a countryside full of inviting warmth. Oconee plans for a larger vision, one that stays true to the best of Oconee, one that responds to the character and economic desires of the county.



A PLANNED CHOICE

THE CHOICE OF A PLANNED OCONEE

BY 2028 OCONEE COUNTY WILL...

P1 Develop and communicate a plan through public and private sectors to establish through ordinances, zoning, and managed growth an appropriate balance between individual property rights and a community's choice to achieve an ordered and harmonious sense of itself.

P2 Manage growth by developing a comprehensive future land use map to promote thoughtful zoning for industrial, agricultural, commercial, community, and residential housing development and to establish setbacks, height restrictions, and zoning so as to promote smart business expansion and protection of natural and cultural resources.

P3 Preserve and protect lakes, mountains, and natural beauty; preserve natural environment with ordered growth, specifically providing buffers around lakes and natural areas.

P4 Encourage smart growth, conservation measures, green cities planned with pedestrian friendly spaces, and open green areas and a balanced village-style development with a certain percentage for development and a generous percentage for green space.

P5 Revitalize downtowns through incentive programs that combine historic preservation with economic rejuvenation, and government operations to develop attractive city centers, complete with pro-

grams for the promotion as destinations for shopping, outings, and tourism.

P6 Plan growth for environmentally sound infrastructure—roads and utilities—by collaborating among cities and the county, residential and commercial areas, in creating a master infrastructure plan that is prioritized and phased in, and provide infrastructure to areas where growth is desirable, with the I-85 corridor as a priority.

P7 Reduce the number of billboards and establish a countywide signage ordinance.

P8 Promote locally owned businesses and stores to locate in the downtown areas.

P9 Safeguard a healthy water supply by building environmentally sound infrastructure, by providing ample buffers around water sources, by restricting water diversion to outside areas, and by managing sewage and stormwater runoff.

P10 Manage roadides for neatness and address property with pronounced litter and clutter by enforcing existing ordinances.

P11 Create wildlife sanctuaries and enhance natural and cultural areas as a part of managed growth.

P12 Inform of existing, and create additional, incentives for land owners to preserve and create natural areas.

P13 Employ reasonable impact fees for planned growth.

P14 Manage sprawl along Highway 123 and retain the small town feel.

P15 Encourage compact, aesthetically pleasing, bike and pedestrian-friendly communities.

P16 Provide a modern, functional public transportation system countryside—the CAT bus system and perhaps alternatives—to reduce traffic congestion and to provide affordable transport for all citizens, but especially for our work force.

P17 Link transportation upgrades and expansion with plans for industrial growth, tourism, agriculture, and cultural arts/recreation while keeping the environment green, unpolluted, and clean.

P18 Build a road system and establish traffic patterns for the future, with four-lane connectors to I-85, an improved highway system around Seneca and Clemson, traffic directed away from Highway 11, and integration with the state's road plan.

P19 Promote physical activity and plan for alternative transportation by building bike friendly areas and sidewalks that connect natural areas with industrial and residential areas.

P20 Inform citizens of the purposes and effects of zoning and land use planning.

*Oconee is proud
of its schools, its students, and the excellence
that they achieve. Oconee chooses learning
for all, beyond traditional learning, extending
and renewing resources beyond the usual
concepts of time and place. While continuing
to promote personal responsibility in school
children, Oconee also proclaims that it is every
citizen's right and responsibility to learn.*



AN EDUCATED CHOICE
THE CHOICE OF EDUCATION

BY 2028 OCONEE COUNTY WILL...

E1 Make a superior education system available for all Oconee residents through the development of educational programs that assess long-term job needs and address new employment needs in partnership with Oconee County School District, area colleges, and universities so all residents can become productive citizens.

E2 Promote parent and retiree volunteerism in schools and parent engagement in education.

E3 Cut the drop-out rate by half.

E4 Create curriculum and educational modes that utilize instructional best practices to ensure relevant and engaging educational opportunities for all learners, especially at risk learners.

E5 Further develop college preparedness and honors programs, such as Advanced Placement, Dual Enrollment, International Baccalaureate, and foreign language instruction.



E6 Use education facilities wisely and economically to extend the education options of youth and to achieve lifelong educational needs, such as after-school tutoring, English and literacy education, parenting skills, and computer training.

E7 Expand career and technical education options.

E8 Maintain and improve comparative student achievement through test scores and academic performance.

E9 Strengthen pre-K programs, early education access, contracts for services, parenting education, and childcare training.

E10 Create and promote a regional environmental/conservation education cluster.

E11 Provide opportunities for understanding cultural diversity among all students, faculty, and staff in the Oconee County School District.



Oconee chooses

productive labor as a foundation of economic vitality, emphasizing the quality of life in economic decisions and balancing the preservation of a wonderful place to live with the growth of high quality jobs. Oconee continues to define itself by making choices that pleasantly provide labor for all and present all citizens with Oconee's best.



A WORKING CHOICE
THE CHOICE OF REWARDING EMPLOYMENT

BY 2028 OCONEE COUNTY WILL...

W1 Cultivate more high paying, low environmental impact jobs in areas such as manufacturing, automotive, biomedical, high tech, clean industry, tourism, professional arts, and health care. Establish business incubators and encourage retirees to support business development and growth.

W2 Invest more now to attract jobs of the future; provide incentives for businesses to relocate to our county.

W3 Encourage availability of communication technology.

W4 Build job growth on tourism and retirement destination trends.

W5 Make the I-85 corridor more desirable to industry and commerce.

W6 Market the lakes, waterfalls, mountains, along with fishing and outdoor recreation for tourists, emphasizing old town, arts and crafts, local artists, history, museums, and eco-tourism.

W7 Provide opportunities for young people to stay here by encouraging industry recruitment, tourism, and manufacturing jobs, especially in automotive, high tech, healthcare, heritage tourism, and eco-tourism.



W8 Redevelop existing industrial buildings and vacated structures.

W9 Provide incentives for downtown business revival, innovation, and relocation.

W10 Encourage or create a single countywide chamber of commerce.

W11 Establish a convention and visitors bureau.

W12 Encourage the development of a convention center and encourage development of accommodation facilities and restaurants.

W13 Promote local agriculture, market its economic value and impact, and expand farmers' market opportunities.

W14 Expand Oconee County Commerce Center on Highway 11.

W15 Promote the development of a small business health insurance pool.

W16 Establish agricultural processing facilities.

People choose Oconee

as a place where they can visit or live.

Oconee embraces lifelong residents and warmly welcomes newcomers and tourists. All partake in Oconee's bountiful nature, experiencing the rejuvenating power of its lakes and mountains, and its vistas. Oconee is a beautiful stage for art, culture, history, recreation, and entertainment.



A DESTINATION CHOICE

THE CHOICE FOR A DESTINATION

BY 2028 OCONEE COUNTY WILL...

D1 Enhance venues that host artist, cultural, and entertainment events.

D2 Continue partnering with a variety of arts/cultural/recreational organizations to provide mutually beneficial activities and events.

D3 Involve a diverse group of young professionals, families, art organizations, governmental bodies, and media in formulating and promoting cultural events.

D4 Create a performing arts/visual arts/cultural center as a magnet for community activity and as an attraction for tourism.

D5 Learn how successful communities manage amateur and professional artistic, cultural, and entertainment activities, and model programs accordingly.

D6 Expand recreational sites and activities, including YMCA, swimming pools, playgrounds, basketball courts, tennis courts, and outdoor sports facilities. Seek support from the public schools to make recreational facilities accessible to all Oconee citizens.

D7 Enhance recreational activities for people of all ages, including camping, walking, hiking, fishing, riding, biking, boating, kayaking, and canoeing.



D8 Improve after-school art and recreation activities.

D9 Create a community arts forum, bulletin board, and calendar of events to advertise offerings.

D10 Give a voice to young people in the creation and design of recreation, entertainment, and art facilities and programs.

D11 Provide handicap accessibility when renovating or building parks and play areas.

D12 Provide more public access to the area's recreational lakes.

D13 Build an outdoor stage venue for entertainment and art, and encourage as a hub for retail stores, restaurants, and coffee shops.

D14 Create a consolidated website to promote group and organizational efforts.

D15 Preserve and protect existing state land, and acquire more through conservation programs.



Oconee chooses

to be a safe, healthy, and clean county. Oconee takes care of those who need care, and it provides resources for its citizen to care for themselves. Important are ample housing, the ability to move freely around the county through well-ordered transport and a well-kept road system, and the opportunities to pursue a healthy lifestyle.



A SAFE AND HEALTHY CHOICE
**A CHOICE OF SECURITY, HEALTH AND
CONTENTMENT**

BY 2028 OCONEE COUNTY WILL...

S1 Prepare for the growing needs of senior adult healthcare, including the needs for in-home services, assisted and independent living facilities, and staged care.

S2 Establish communication as a core value of government, among all branches and among citizens countywide.

S3 Enforce litter laws and building codes uniformly throughout the county.

S4 Provide consistent high quality fire and police protection, hospitals, and emergency responder service across the county.

S5 Insist on quality, safe, and affordable healthcare for all.

S6 Increase housing that is targeted to Oconee median family incomes.

S7 Improve training for public safety officers, including training in technology, diversity, and disaster response.

S8 Ensure an efficient, centralized communication system for law enforcement and first responder personnel.

S9 Increase detention space and expand programs for repeat offenders.

S10 Provide support to the most needy in the community, including domestic violence and child

abuse victims, the ill, the frail, the indigent, distressed individuals, recovering substance abusers, and children and families generally.

S11 Encourage social services agencies and groups to form partnerships and create a one-stop center, with public transportation access, to improve the scope and effort of services to meet the needs of the whole person.

S12 Address homelessness by building a shelter, providing counseling, and improving case management services.

S13 Build a computer network for social service agencies, and align with the national model for strengthening families through early intervention and care.

S14 Coordinate food pantry efforts, especially those of the churches, by helping to establish a database for the needy; include clothing and utilities assistance in reporting.

S15 Provide more health outreach and medical satellite facilities throughout the county.

S16 Promote physical activity across the community.

S17 Support and expand programs that meet the needs of the handicapped; e.g. Trible Center Gift and its Thrift Store.

S18 Buffer industrial and com-

mmercial locales so that they do not diminish the health and safety of residential areas.

S19 Encourage citizens to participate in, or to lead, housing and growth management discussions.

S20 Look for opportunities to combine city and county services for value, effectiveness, and breadth of service.

S21 Promote mixed income housing rather than class and income based housing areas.

S22 Provide a women's and children's shelter while providing counseling and access to case management services.

S23 Reduce or discourage influences that lead to crime, including poverty, drug use, unemployment, apathy, and hopelessness; increase or promote influences that lead to productive lives, including health, employment, education, feelings of self-worth, and connectedness.

S24 Promote citizen confidence in and engagement in local government and civic affairs.

S25 Embrace diversity and acceptance of all citizens as part of the Oconee tradition and way of life.

S26 Encourage churches to continue to respond to community needs and crises.

Nature abounds here.

Oconee has chosen the richness of nature in the past, and it chooses nature for the future. Oconee is joined to nature and cannot be separated from it; thus nature is guarded jealously and protected passionately, safeguarding the lakes, mountains, streams, waterfalls, and forests for the present and for the future. In its towns and along its byways, Oconee treasures the pulse of nature, which is unhurried, unbothered, and unblemished. Oconee chooses nature's beauty and a small town feel as centerpieces of its life.



A NATURAL CHOICE
THE CHOICE THAT'S NATURAL

BY 2028 OCONEE COUNTY WILL...

N1 Protect that which attracts newcomers and visitors and which keeps lifelong residents: the beautiful natural environment.

N2 Preserve all lakes and rivers, such as Lake Keowee, Lake Jocassee, Lake Hartwell, and the Chattooga River.

N3 Retain and protect the small town and rural feel of the county.

N4 Create wildlife sanctuaries, and enhance incentives for land owners not to develop environmentally sensitive and environmentally valuable land.

N5 Preserve farms and rural countryside, and promote farming values.

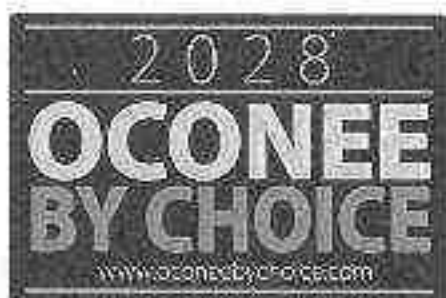


N6 Protect natural green spaces and historical sites, e.g., Chattooga, Chauga, state and county parks, USFS forest lands, WMA lands, the fish hatchery, Spy Rock Road areas, Strimphouse Tunnel, Civilian Conservation Corps camps, and textile heritage sites; develop new green spaces and historical sites where needed.

N7 Preserve a healthy community with clean air and water.

N8 Fund an agriculture conservation bank and promote conservation easements.

N9 Encourage citizens, businesses, and governments to use resources responsibly, to reduce the use of fossil fuels, and to work toward environmentally friendly choices for agriculture, construction, and transportation.



Presented by



Oconee Alliance / P.O. Box 241 / Walhalla, SC 29691

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2008-13

AN ORDINANCE AMENDING ORDINANCE 1998-10, AN ORDINANCE THAT IS THE BUILDING CODE ORDINANCE OF OCONEE COUNTY, SOUTH CAROLINA.

WHEREAS, Ordinance 98-10 adopted a number of building codes to be applicable in Oconee County, South Carolina, and

WHEREAS, in order for Oconee County to be in compliance with South Carolina Code Section 6-9-50(a), Ordinance 98-10 must be updated in accordance with South Carolina law; and

NOW, THEREFORE, BE IT ORDAINED by Oconee County Council, duly assembled and with quorum present, the following:

I. Article II: REGULATORY CODES is hereby amended in its entirety to read as follows:

Article II: REGULATORY CODES as of July 1, 2008, the following codes are hereby adopted.

1. 2006 International Building Code with modifications, no appendixes;
2. 2006 International Fire Code with modifications, no appendixes;
3. 2006 International Plumbing Code, no appendixes;
4. 2006 International Mechanical Code, no appendixes;
5. 2006 International Energy Conservation Code, no appendixes;
6. 2003 International Residential Code with modifications, no appendixes; and
7. 2006 International Fuel Gas Code with modifications, no appendixes.

Oconee County Council hereby adopts the Administrative Procedures of Chapter 1 of the International Codes with the following changes or additions:

International Building Code, Section 105.2 "Work exempt from permit. Building;" Add: 14. Signs not over 75 square feet.

International Residential Code, Section 105.2 "Work exempt from permit" Building: 1. One story detached accessory structures, provided the floor area does not exceed 200 square feet." Substitute: 400 square feet.

In addition, Oconee County hereby adopts the following codes effective July 1, 2008:

1. 2006 International Existing Building Code;
2. 2006 International Performance Code for Buildings and Facilities;
3. 2005 National Electric Code;
4. 2006 International Property Maintenance Code with the following changes:

Section: 302.4 Weeds and Section 302.8 Motor vehicles, delete without substitution.

Section 303.2 "Swimming Pool Enclosure: Private swimming pools, hot tubs and spas, containing water more than 24 inches in depth" substitute 48 inches for 24 inches.

REGULATORY CODES as of July 1, 2009; the following code is hereby adopted.

I. 2006 International Residential Code with modification, no appendixes.

II. Section 3.03 of Ordinance 98-10 is hereby amended in its entirety. Section 3.03 shall read as follows:

Section 3.03 Fee Schedule

All Buildings and Mechanical Trades \$10,000.00 or less, \$50.00

All Buildings and Mechanical Trade \$10,000.00 and up, \$50.00
or the first \$10,000.00 plus \$4.00 for each additional thousand
or fraction thereof.

Farm Exempt Structures, \$50.00

Manufactured Home Permits

Set-up Permit (includes County Decal), \$100.00

Decal Only, \$20.00

Manufactured Home Decal Fee

Inspection Fee, \$40.00

Manufactured Home Moving Permit Fee, \$20.00

Moving Permits (structures other than Manufactured Homes), \$50.00

Demolition Inspection Fee, \$50.00

Swimming Pools – Inspection Fees

Commercial Pools, \$500.00

Single Family Residence Pools, \$100.00

Signs: Less than 75 square feet, No fee

75 square feet to 200 square feet, \$100

Greater than 200 square feet, \$500.00

Commercial Plan Review Fee, 1/2 of building permit fee

Penalty Fees, Where work for which a permit is required by this Ordinance is started prior to obtaining said permit, the applicable fee shall be doubled.

Re-inspection Fee, A \$50.00 fee shall be charged if an inspection is scheduled and the work is not ready when the inspector arrives.

Stop Work Order Fee, A \$50.00 fee shall be charged if the inspector issues a stop work order.

III. Section 3.04 of Ordinance 98-10 is hereby amended in its entirety. Section 3.04 shall now read as follows:

Section 3.04 Violations and Penalties:

The violation of any of the codes or regulations adopted pursuant to the provisions of this ordinance is hereby declared a misdemeanor, and any person violating such regulations shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed five hundred (\$500.00) dollars, or imprisonment of not more than thirty (30) days, or both. Each day such violation shall continue shall be deemed a separate offense. In case of any alleged violation of this ordinance the building official, any other appropriate authority of Oconee County, or any other person or entity who would be damaged by such violation, may apply for injunctive relief, mandamus or other appropriate proceedings to prevent, correct, or abate such violation.

OCCONEE COUNTY, SOUTH CAROLINA

By: _____
George C. Blanchard, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: June 3, 2008
Second Reading: July 15, 2008
Public Hearing:
Third Reading:



**South Carolina
Department of
Juvenile Justice**

Bill Byars, Director

received
7-3-08 21



P.O. Box 21068
Columbia, SC 29221-1068
www.state.sc.us/djj

Mark Sanford
Governor
State of South Carolina

July 1, 2008

Dorree County
Administrator
County Courthouse Annex 13 Short St.
Wahalla, South Carolina 29691-1697

Bethy
Please place on CC agenda.
EP

Dear Administrator:

Enclosed please find a Memorandum of Agreement (MOA) for the provision of secure detention services with the Department of Juvenile Justice's (DJJ) Detention Center for fiscal year 2008-09. All substantive terms and conditions contained in this agreement are the same as those contained in last year's agreement. The per diem rate is \$50.00 per day for any juvenile housed at our detention facility.

This agreement will not obligate you in any way unless you choose to, or are ordered by a court to detain a juvenile awaiting trial or sentencing. Should you anticipate the need to use our facility anytime during the 2008-09 fiscal year, please sign the enclosed contract within 30 days of receipt and return to: Department of Juvenile Justice, Attention: Mr. Aaron B. McCorkle, Jr., Administrator, Juvenile Detention Center, 1725 Shivers Road, Columbia, South Carolina 29210.

In addition, in lieu of detaining juveniles in DJJ's secure detention center, the Department has contracted with a number of therapeutic foster care providers located in your area. This program identifies responsible adults/ foster parents who will accept into their homes juveniles charged with non-violent crimes. This placement option is being made available to you and to all local governmental entities in your county by the Department, in lieu of secure detention, at no cost. We would encourage you to make all public safety or local law enforcement in your jurisdiction aware of this option to secure detention and ask that you encourage their utilization of this "no cost" option, whenever they determine such to be appropriate. Additional information about this option to secure detention can be obtained by contacting your local DJJ County Director or by calling DJJ's state coordinator for this service, Mr. Tom Foley, at (803) 896-9349.

Should you have any questions, please contact Dr. Karry Guillory, Deputy Director of Community Services at (803) 896-9113. Your timely response is appreciated.

Sincerely,

W.R. Byars Jr.

William R. Byars, Jr.
Director

WRB/edw

Enclosure

cc: Aaron B. McCorkle, Jr., Administrator of DJJ Detention Center
Karry L. Guillory, Deputy Director for Community Services

**MEMORANDUM
OF
AGREEMENT
FOR THE DETENTION OF JUVENILES**

THIS AGREEMENT is made this 1 day of July, 2008, by and between the South Carolina Department of Juvenile Justice (DJJ) by and through its duly authorized employee and the governing body of Oconee County, hereinafter referred to as Oconee County, by and through its duly authorized official and/or employee;

WHEREAS, the Juvenile Detention Act of 1990, in compliance with the Juvenile Justice and Delinquency Prevention Act of 1974, mandates, in effect, that juveniles who are held in detention be confined in separate and distinct facilities from adults similarly confined; and

WHEREAS, Oconee County does not operate or manage its own detention facility for juveniles, or otherwise have such a facility available to it for the detention of juveniles; and

WHEREAS, DJJ operates a facility for the detention of juveniles, along with an array of other residential placements for juveniles, who are awaiting their adjudication and/or dispositional hearings in the Family or General Sessions Courts of this State, which have passed all necessary state inspections or approvals, and are suitable for the detention of juveniles; and

WHEREAS, the General Assembly has mandated that "the governing body of the law enforcement agency having original jurisdiction (over) where the offense occurred" be responsible for paying a portion of the costs of the detention services for juveniles provided by DJJ, who are charged with committing crimes within the governing body's jurisdictional limits;

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

DJJ will admit into its Juvenile Detention Center in Columbia, and detain such juveniles in this Center, subject to its design/operational capacity and any limitations set forth in Section 63-19-830 (A), those juveniles who are charged with committing criminal/status offenses within the jurisdictional limits of the above listed entity and who have been/are:

1. qualified to be placed in secure detention (as determined by Section 63-19-820 (B), which the local law enforcement entity wishes to have detained prior to a detention hearing before the Family Court; or
2. ordered to be detained by the Family Court; or

MEMORANDUM OF AGREEMENT

PAGE 2

3. pending waiver or juveniles (16 and below) who have been waived to the Court of General Sessions to be tried as adults; or
4. 16 years old and charged as an adult with committing a Category A-D felony.

Acceptance and retention of detainees in its Juvenile Detention Center will be on a space available basis and will be in accordance with admission and retention criteria established by DJJ. However, Oconee County agrees to remove any detainees accepted and detained under paragraph 4 above; on or within one week after that detainee's 17th birthday.

Oconee County agrees to assign an open Purchase Order Number _____, to be effective from July 1, 2008 to June 30, 2009.

Effective July 1, 2008, for the detention of all juveniles that occur on or after this date, the per diem rate for detention which is to be paid by "the governing body of the law enforcement agency having original jurisdiction where the offense occurred," is \$50.00 per 24-hour day. (Detention periods of between from 1 to 23 hours shall be charged as a 1/2 day charge of \$25.) Payments to DJJ are to be made on a monthly basis as the costs accrue.

DJJ agrees to bill Oconee County on a monthly basis; said bills to be sent on or before the 15th day of the month after the month where the costs are incurred, with payment to be made on or before the first (1st) day of the following month. Additionally, DJJ agrees to periodically provide Oconee County with a report on Oconee County's use of the DJJ Detention Facility. This report will reflect the status of juveniles being detained for periods greater than 30 days.

The "local law enforcement agency having jurisdiction where the offense was committed" shall be responsible for transporting all juveniles to and from DJJ's Juvenile Detention Center. However, a local law enforcement entity may enter into agreements with other local law enforcement agencies or other entities for transporting of a juvenile to and from DJJ's Juvenile Detention Center and the fact that a particular local law enforcement agency or entity transports a juvenile to or from DJJ shall not be determinative as to which law enforcement agency has jurisdiction over the offense committed or necessarily obligate the governing board of the transporting entity to pay for the cost of that juvenile's detention.

In accordance with Act #571 of 1990, relating to Juvenile Detention and consistent with the criteria outlined in DJJ Community Services Policies and Procedures (24-Hour Detention/Release; Policy Number 380.01), no juvenile shall be placed in and/or transported to, a DJJ detention facility until law enforcement has notified DJJ and DJJ has conducted a detention screening, or until a Family Court Judge or other judicial official, has determined that placement in secure detention is appropriate.

MEMORANDUM OF AGREEMENT
PAGE 3

Oconee County shall provide the DJJ Juvenile Detention Center with all relevant information pertaining to the juvenile, including medical history/limitations/pre-existing conditions, known psychological and psychiatric problems, charges pending before the court, and completed screening or detention forms if such records or information are in the possession of, or otherwise known to, the transporting law enforcement agency.

DJJ's Juvenile Detention Center shall have the right to refuse admission when a juvenile is presented for placement without an appropriate detention order signed by the Court or detention referral papers, completed and signed by a DJJ employee or screening agent. DJJ's Juvenile Detention Center shall also have the right to refuse admission when a juvenile is deemed inappropriate by the Center for placement due to psychological/psychiatric problems, age, history, not meeting referral/admissions criteria, indications of alcohol or other drug intoxication, medical condition which requires emergency or immediate medical care or treatment or for any other reason which puts the Center at risk, should such a juvenile be accepted.

DJJ shall not be financially responsible for the cost of medical care provided to a juvenile detained in its juvenile detention center for any injury, illness, condition, or medical need that pre-existed the juvenile's admission to its Detention Center.

Detention services provided by DJJ shall commence upon execution of this contract and terminate, unless this contract is reauthorized and renewed, on July 1, 2009. Either party may cancel this agreement upon thirty (30) days' written notice.

Sums paid or payable under this contract shall not exceed \$ _____ for fiscal year 2008-2009 as determined by both parties. However, if juveniles continue to be presented for secure detention by Oconee County once the above budgeted amount has been reached, Oconee County agrees to pay for the cost of any additional detainees as provided for in the paragraph addressing detention rates.

APPROVED:

Administrator/Manager
(or other Authorized Official)

Date

W.R. Byars Jr.

William R. Byars, Jr., Director
South Carolina Department of
Juvenile Justice

Date

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 15, 2008

COUNCIL MEETING TIME: 6:00 p.m.

ITEM TITLE OR DESCRIPTION:

Bid #07-35 Drilling and Blasting for the Oconee County Rock Quarry.

BACKGROUND OR HISTORY:

Drilling and Blasting is a necessity to produce the 500,000 tons of stone needed to reach our annual production goal. The County had a contract with the option to renew for up to 5 years with Southern Blasting of Ronda, NC. Orica USA bought out Southern Blasting in February 2008, chose NOT to renew the contract due to the increase in fuel prices, which are directly related to blasting. The CPI cost increase, which is in our bid, was not sufficient to cover the cost increases. Therefore the contract was not renewed and Drilling and Blasting was put out for bid.

BID SOLICITATION HISTORY:

On July 7, 2008, formal sealed bids were opened for a five (5) year drilling and blasting term contract. Six companies were originally notified of this bid opportunity with 3 responding. Orica USA, of Ronda, NC submitted the low bid of \$372,420.00 based on the approximate quantities the County anticipates using.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Oconee County Rock Quarry has contracted with Southern Blasting Services, Inc. for seven (7) of the past eight (8) years. Southern Blasting Services, Inc. was bought out by Orica USA, Inc. in February 2008. The physical location of their business, billing address, personnel and level of service remained the same as we had with Southern; therefore, an award of the contract to Orica USA, Inc. as low bidder would be to continue drilling and blasting with essentially the same contractor.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends that County Council approve award of the contract to Orica USA for an estimated amount of \$350,000.00 for Fiscal Year 2008-2009, with the option to renew for four additional one-year periods. Billing will be in accordance with the unit prices listed on the Bid Tab.

FINANCIAL IMPACT:

The Rock Quarry has been approved funding in their 08-09 budget for drilling and blasting in the amount of \$350,000 (budget code 017-719-50890).

ATTACHMENTS:

1. Bid Tabulation
2. Contract

Submitted or Prepared By:


Mariagene A. Billard, Procurement Director

Approved for Submittal to Council


Dale Surratt, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Department

_____ Grants

C: Clerk to Council

Bid No. 07-36

Budgeted Amount: \$350,000.00

Budget Code: 017-719-30880

Drilling and Blasting for the
Oconee County Rock Quarry

July 7, 2006
2:01 pm

I hereby certify that to the best of my knowledge this
is a list of bids to be opened.

Roanne A. Laddford
Procurement Director

Bidders	Austin Powder Comp., Asheville, NC		Orica Ronda, NC		Laker Brothers Inc Tuckasegee, NC		Powderman Products Winder, GA	
	Approx Tons	Pattern Size	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
55,000	9' x 9'	(8100)	1.700	\$ 64,350.00	0.8230	50,766.00	0.9888	52,174.00
50,000	9' x 10'	(7500)	1.3500	\$ 59,000.00	0.8380	41,910.00	0.8608	43,440.00
80,000	9' x 11'	(6600)	0.9500	\$ 76,000.00	0.7520	60,160.00	0.7809	62,472.00
125,000	10' x 10'	(6500)	0.9500	\$ 120,000.00	0.7410	92,525.00	0.7005	87,562.50
125,000	10' x 11'	(6000)	0.8700	\$ 108,750.00	0.6840	85,500.00	0.7124	86,050.00
85,000	11' x 11'	(3500)	0.7500	\$ 50,700.00	0.6380	45,470.00	0.6160	47,139.00
Bid Bond								
			N/E - CHECK			Yes		
GRAND TOTAL			\$ 473,600.00			372,420.00		
			Corrected Addition			No Bid		
						388,473.00		

Witness: opening: Ann Barberson, Tronda Speasman, Rick Martin, Steve Anders, Roanne Laddford

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____ 2008, by and between OCONEE COUNTY (hereinafter the "COUNTY") and ORICA USA (hereinafter the CONTRACTOR) of Ronda, North Carolina.

WHEREAS, the COUNTY did issue its invitation to bid on June 16, 2008 for drilling and blasting at the Oconee County Rock Quarry to which the CONTRACTOR submitted a bid on July 7, 2008 subsequently accepted by the COUNTY.

WHEREAS, the parties hereto recognize the desirability and necessity of reducing their agreement in writing;

NOW THEREFORE:

I. SCOPE OF THE CONTRACTOR'S WORK

The CONTRACTOR shall furnish all qualified labor, materials, explosives, equipment and supplies necessary to shoot and blast rock at the COUNTY Rock Quarry to COUNTY specifications as designated by the Quarry Director (hole diameter shall be 4.5" for 50" x 50" jaw crusher and pattern not to exceed 11' x 11', at a price per ton as designated on the Bid Form) per ton of rock blasted and produced, which sum to be paid by the COUNTY within fifteen (15) days after receipt of a monthly invoice for services performed by the CONTRACTOR for previous month, the CONTRACTOR also agrees to drill and shoot again any boulders in excess of 4' x 6' or any the CONTRACTOR knots or high bottoms, and that there will be no sieving of blast holes. In addition, CONTRACTOR shall take seismograph readings at each shot to assure that blasting vibration is not exceeding two inches (2") per second particle velocity.

II. INSURANCE

As a condition of this agreement, the CONTRACTOR shall provide, at its own expense, public liability insurance of not less than five million (\$5,000,000) dollars for bodily injury and property damage resulting from drilling, blasting or other operations by the CONTRACTOR, CONTRACTOR will be ultimately responsible for any damages to any COUNTY and/or private equipment or buildings sustained during a blast. The CONTRACTOR will also provide COUNTY with a performance bond in the penal sum of three hundred fifty thousand, (\$350,000.00) dollars guaranteeing the full and faithful performance of this contract and agreement. In addition to the public liability insurance, the CONTRACTOR shall furnish the COUNTY proof of coverage of its employees or any sub-contractor by a valid policy of worker's compensation insurance.

III. SUB-CONTRACTORS

The CONTRACTOR agrees that any sub-contractor shall be selected by it from among qualified sub-contractors who have demonstrated their qualifications by experience, personnel and equipment in similar drilling and/or handling of explosive materials. Any sub-contractor shall be covered as an additional insured party under its general liability policy and all employees of any sub-contractor shall be covered by policies of worker's compensation insurance.

IV. LICENSES; OTHER REGULATIONS

The CONTRACTOR shall submit proof to the COUNTY of its license to perform the services which it undertakes here to do on behalf of the COUNTY, including but not limited to their South Carolina Blasting License and Permit requirements of the South Carolina Tax Commission for non-resident contractors, as well as licenses by the South Carolina Board of Contractors if the same be appropriate or necessary. In addition, the CONTRACTOR agrees to comply with all state and Federal regulations, such as, but not limited to any MSHA approved state certification requirements in regard to explosives, mine safety and health requirements as well as the requirements of the South Carolina Department of Health and Environmental Control and/or Environmental Protection Agency concerning pollution, dust abatement and water stream infiltration.

V. PRODUCTION

It is estimated by the parties that the CONTRACTOR shall be requested to produce five hundred thousand (500,000) tons of rock under the terms of this contract, but each of the parties recognize that this is an approximate figure, and the COUNTY reserves the right to determine the quantity of rock to be drilled and shot within a specified time throughout the Contract Period. For the purpose of this Contract, the term "Contract Period" shall be defined as a period commencing on or about the 15th day of July 2008, and ending no later than June 30, 2009.

VI. ADDITIONAL UNDERTAKINGS OF THE CONTRACTOR

The CONTRACTOR undertakes and agrees to furnish and be responsible for the proper storage of all explosive materials as well as any of its equipment, which it brings to the job. Space shall be made available by the COUNTY to the CONTRACTOR for purpose of storage but the COUNTY assumes no responsibility for the safety, integrity or security of any supplies, explosive materials, equipment or machinery of the CONTRACTOR or its sub-contractors brought upon the job site.

VII. RELATIONSHIP OF THE PARTIES

The parties mutually recognize their relationship to be one of owner (COUNTY) and independent contractor (Orica USA, INC.). Any sub-contracts entered into by the CONTRACTOR with certain or specific sub-contractors shall provide an agreement that such sub-contractors shall be subject to the terms and conditions of this Contract, and any failure or breach by the CONTRACTOR shall afford the COUNTY whatever remedies it may have available to it and the right of any sub-contractors to claim against the COUNTY for the service performed on behalf of the CONTRACTOR for equipment, labor or supplies furnished by such sub-contractors at the CONTRACTOR'S request on the project defined and delineated herein shall be subject to any set-off, defense or claim which may be available to the COUNTY by reason of default by the CONTRACTOR in the terms and conditions of its agreement with the COUNTY. The CONTRACTOR will furnish to the COUNTY the name of any and all sub-contractors on the project and a statement in writing by such sub-contractors that the sub-contractor has knowledge of the terms and conditions of this agreement and the subrogation of its rights to those of the COUNTY in the event of any defense, set-off or claim which the COUNTY may have by reason of the failure of the CONTRACTOR to perform its contractual obligations to the COUNTY.

VIII. TAXES

The CONTRACTOR and its sub-contractors (if any) shall be responsible for the collection and payment of all taxes to the State of South Carolina, to the United States, or to other taxing authorities, including but not limited to payroll taxes, unemployment compensation assessments, withholding taxes, FICA contributions and withholdings.

IX. PROVISIONS FOR CLAIMS AGAINST THE CONTRACTOR

In the event the COUNTY shall receive, in writing, notice of any claims by sub-contractors, material men, suppliers, laborers, or mechanics on account of work performed, supplies or materials furnished, repairs performed, goods or equipment furnished at the request of the CONTRACTOR for use and equipment upon the project, the COUNTY shall have the option of:

- 1.) Withholding the amount of such claims until proof of payment has been furnished to the COUNTY by the CONTRACTOR in a form satisfactory to the COUNTY;
- 2.) To pay such sums into the Clerk of Court of Oconee County for distribution upon successful prosecution of such claims; or
- 3.) To include in any check or draft for payment due the CONTRACTOR the name of such claimant; until such time proof satisfactory to the COUNTY that such claim has in fact been satisfied and no further claims exist, all at the option of the COUNTY. At the completion of the project and the work to be performed by the CONTRACTOR, the CONTRACTOR agrees to execute, in writing, its affidavit that all sub-contractors, material men, mechanics, suppliers, and laborers have been paid in full and, at the request of the COUNTY, will further furnish to the COUNTY statements in writing by each sub-contractors, suppliers, material men, laborers or mechanics waiving their rights, if any, to file a claim or lien against the COUNTY by reason of such materials, supplies, labor, equipment or services performed on behalf of the CONTRACTOR regarding this project.

X. LABOR REGULATIONS

The CONTRACTOR agrees to comply with all labor laws of the United States of America and the State of South Carolina and to at all times maintain the safety of its employees as required by OSHA, MSHA and the South Carolina Department of Labor. The CONTRACTOR shall furnish to the COUNTY a copy of MSHA certificate of training for each employee and subcontractor that comes to the mine site.

XI. ASSIGNMENT

The duties and responsibilities of the CONTRACTOR as General Contractor may not be assigned without the prior written consent of the COUNTY, but nothing herein shall prevent the CONTRACTOR from sub-contracting a portion of the scope of the work, provided such sub-contractor shall be qualified within the meaning of this agreement, and such sub-contractor shall be subject to the terms and conditions hereof.

XII. INTERPRETATION AND VENUE

This contract shall be interpreted and construed under the laws of the State of South Carolina, and should any dispute arise by and between the parties, it is mutually understood and agreed that any litigation arising out of such dispute shall have, as its jurisdiction and venue, the Court of Common Pleas of Oconee County, South Carolina.

XIII. EXECUTION - ACKNOWLEDGEMENT

Each of the parties acknowledge its consent and agreement to the terms of this Contract by affixing hereto their Seals, over the hands of such of their officers as are authorized to contract on behalf of the parties, and each acknowledge receipt of an executed and signed copy hereof, which shall constitute an original.

TO ALL OF WHICH the parties have heretofore agreed, and in witness whereof, have hereunto placed their Seals and caused these presents to be executed by their officers and agents authorized to do so, this day and date first above written.

Signed, Sealed, and Delivered in the Presence of:

(As to COUNTY)

OCONEE COUNTY (Seal)



By: _____
George Blanchard
County Council Chair

(As to CONTRACTOR)

ORICA USA, INC

By: _____

Title: _____

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 15, 2008
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

The Oconee County Economic Development Commission requests permission to apply for an AdvanceSC Economic Development Funding Grant.

BACKGROUND OR HISTORY:

AdvanceSC awards grants to approved applicants to support economic development initiatives by the South Carolina Department of Commerce or regional economic development partnerships, chambers of commerce or economic development groups to attract new or expanding industries into Duke Energy's South Carolina service area.

SPECIAL CONSIDERATIONS OR CONCERNS:

This grant will be used to translate select portions of the Oconee Economic Development Commission's website into German, Chinese, and Spanish. This will serve to increase the visibility of Oconee County in the international market. Information of interest to prospective foreign investors/businesses will not only be translated, but "localized" to ensure the marketing message is geared toward select target markets. The website will also have the ability to convey incentive packages to potential overseas investors and businesses interested in expansion and/or relocation in the area.

STAFF RECOMMENDATION:

Apply for AdvanceSC Economic Development Funding Grant.

FINANCIAL IMPACT:

No local match.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: N/A

If yes, who is matching and how much: N/A

ATTACHMENTS

Submitted or Prepared By:

James W. Alexander, EDC Director

Department Head/Elected Official

Approved for Submittal to Council:



Dale Surratt, County Administrator

Reviewed By/ Initials:

____ County Attorney

pet Finance

VAK Grants

C: Clerk to Council

Agenda Items Summary to be submitted to Administrator for review / approval no later than close of business on Wednesday prior to a Council meeting.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 15, 2008
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Emergency Services respectfully requests permission to apply for the FY 2008 Emergency Operations Center Grant Program.

BACKGROUND OR HISTORY:

The FY 2008 Emergency Operations Center Grant Program is intended to improve emergency management and preparedness capabilities by supporting flexible, sustainable, secure, and interoperable Emergency Operation Centers with a focus on addressing identified deficiencies and needs. Grants are available for the construction or renovation of a State, local, or tribal government's principal Emergency Operation Center.

SPECIAL CONSIDERATIONS OR CONCERNS:

Emergency Services would like to apply for this grant to assist with the construction of the new Emergency Operation Center to be located in the Westminster area.

STAFF RECOMMENDATION:

Apply for the FY 2008 Emergency Operations Center Grant Program

FINANCIAL IMPACT:

The FY 2008 Emergency Operations Center Grant Program has a 75% Federal and 25% grantee cost share cash- or in-kind match requirement.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes

If yes, who is matching and how much: Emergency Services Grant Match Line Item 010-107-99999-00000
\$250,000

ATTACHMENTS

Submitted or Prepared By:

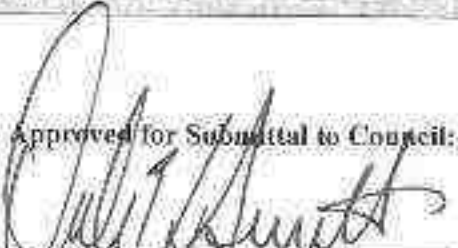
Veronda Holcombe-Lewis

Department Head/Elected Official

Reviewed By/ Initials:

County Attorney

Approved for Submittal to Council:


Dale Surrent, County Administrator

Recommended returning this grant match request w. bond proceeds if approved. ELS

Finance

Grants

C: Clerk to Council

Agenda Item Summary to be submitted to Administrator for review / approval no later than close of business on Wednesday prior to a Council meeting.

July 11, 2008

Mr. Dale Surrett
Oconee County Administrator
415 S Pine Street
Walhalla, SC 29691

Re: Highpoint Development
5-39-149 Old Cherry Road
Goldie & Associates Project Number: 964-6-8

Dear Mr. Surratt:

As part of the West Point Stephens re-development project, we are requesting, on behalf of the developer, that Oconee County begin the process of requesting the right-of-way along Old Cherry Road between West Point Stephen Road and the Corp of Engineers Property Line for the Lake Hartwell Project be transferred from the DOT to Oconee County.

The owner would then request that the County reduce the right-of-way and accept the proposed improvements. Proposed improvements may include the following:

- Turn lanes
- Four way stop signs
- Curb & gutter
- Improved storm-drainage
- Resurfacing the road
- Sidewalks
- Center islands
- Landscaping
- Parallel Parking

The intent will be to turn this section of road into more of a metropolitan atmosphere like down town Clemson or Greenville. The developer understands that he will be responsible for all engineering, design, permitting, and capital expenditures to improve this section of road. Furthermore, the developer understands that the landscaping maintenance of the right-of-way will not be the responsibility of the County.

Please be aware that based on meetings with the DOT, we have been informed that the DOT would not oppose this request should it be extended.

Please let us know if there is any necessary information that you may need or desire. If you have any questions, please call me at (864) 882-8194, ext. 104 or Neal Workman with Trehel Corporation at (864) 710-8509.

Thank you for your assistance.

Sincerely,

Goldie & Associates



Alan Pope, P.E.

Engineering Manager

Cc: Mr. Neal Workman, Trehel Corporation
Mr. Scott Puffer, Tom Winkopp and Associates

POINTE WEST

Oconee Co., South Carolina



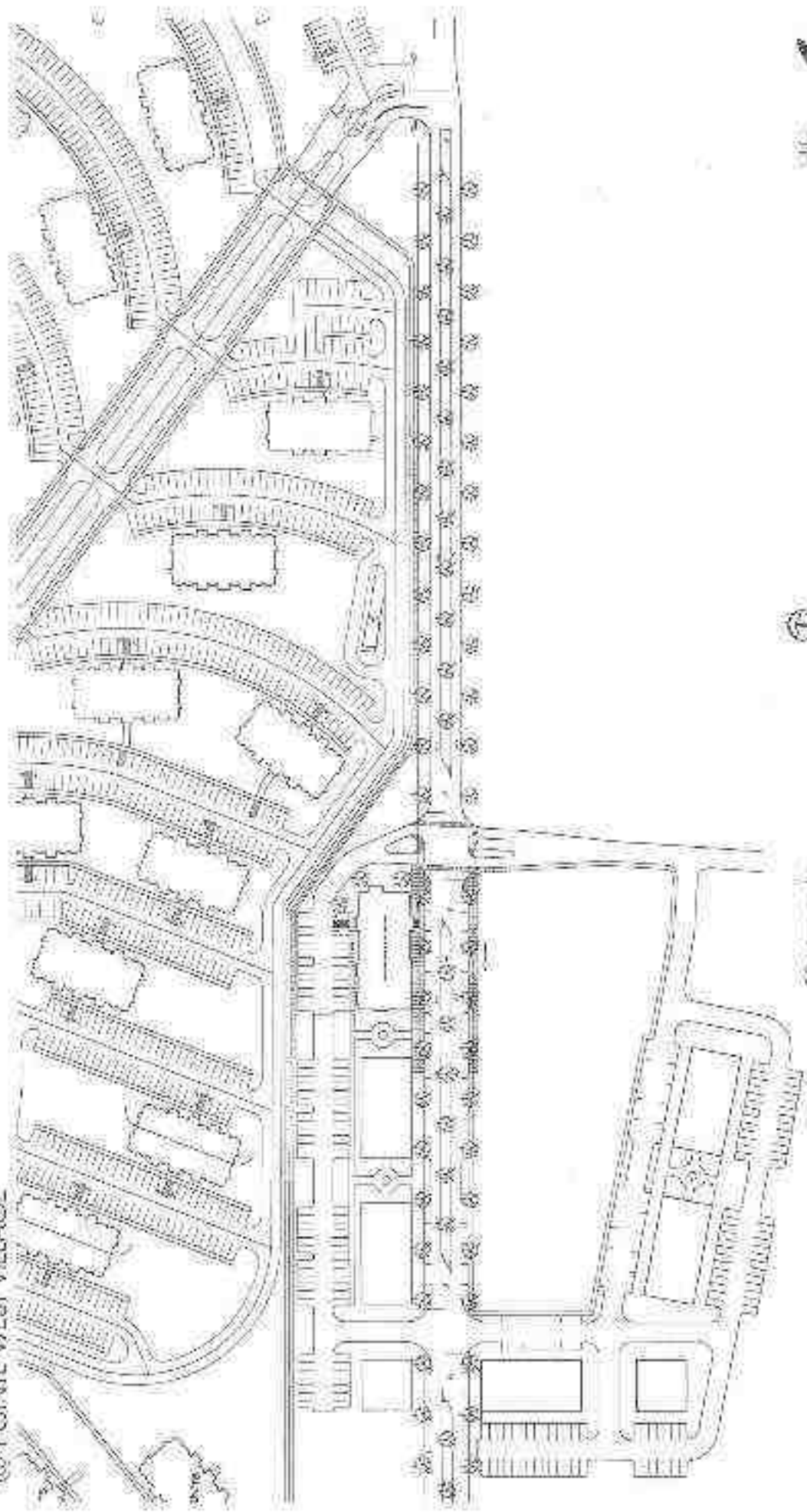
MASTERPLANNING

T. J. TROTT
ARCHITECT
PLANNING

DATE: 11/11/01
SHEET NO. 1

ACADEMIC SUPPORT FACILITY

© POINTE WEST VILLAGE



○ SEE PLAN

①

SCHEMATICS

ACADEMIC SUPPORT FACILITY

@ POINTE WEST VILLAGE

